

1. General

1. These terms and conditions (the "Agreement") applies between customer (the "Customer") and Binerö AB, company reg. no. 556689-0397, Lindhagensgatan 126, 112 51 Stockholm ("Binerö") with respect to registration and management of domain names (the "Service").
2. Customer may be a legal person or natural person of legal age.

2. The Service

1. The contents of the Service are specified in a separate order confirmation/invoice and on Binerö's webpages. Binerö offer the Service with respect to the top-level-domains ("TLD") that from time to time are set forth on Binerö's webpage.
2. Binerö provides free of charge support with respect to the Service. This is provided via email, phone and information on Binerö's webpage.
3. In addition to the Service, – at an additional charge – Binerö provides additional services (e.g. DNS services). The Agreement applies to such additional services where applicable; Binerö may however introduce special terms and conditions with respect to such additional services and if the Customer intends to continue its use of such additional services, the Customer undertakes to accept such terms and conditions. The Customer hereby accepts that Binerö is entitled to use subcontractors for the purpose of providing the Service and additional services.
4. Binerö is entitled to block changes with respect to a domain whose registered whois information has been changed (new registration, assignment or other change) for up to sixty (60) days from when the change was made, if not otherwise is set forth on Binerö's webpage.
5. Binerö is entitled to sign all domains registered by Binerö on behalf of Customer with DNSSEC. In the event that the Customer does not wish to sign with DNSSEC, the Customer may itself deactivate the function.
6. Binerö reserves the right to be registered as managing, technical and/or invoice contact with respect to a domain where this is required by a TLD registry. Further information in this matter may be requested with Binerö's Customer Service Center.

3. Term of Agreement and Termination

1. The Customer's order of the Service is binding; however the Customer is entitled to withdraw from the order pursuant to section 3.2. Agreement is considered to be concluded when Binerö has issued a confirmation and remains in force for the term of agreement set forth in Binerö's invoice.
2. Binerö applies The Swedish Distance and Off-Premises Contracts Act (SFS 2005:59) in relation to all Customers. Binerö provides specific and additional information in this respect in connection with the Customer's order. Binerö cannot return purchased domain names; accordingly, Customer's purchase of domain names may solely be returned until payment has been effected, but not later.
3. Binerö does not apply any fixed commitment period. When the Agreement come into force it will remain in force in accordance with the term of agreement set out in Binerö's confirmation. Upon the expiry of a term of agreement, the Agreement will be prolonged through a renewal invoice or in the way set forth on Binerö's webpage. Customer that, despite of a reminder, does not pay in accordance with Binerö's routines for renewal is considered to have terminated the Agreement. The Service is at the earliest terminated after two (2) weeks of Binerö's reminder

of renewal. Such reminder will be sent to Customer by email to the address provided by the Customer.

4. Customer may at any time and without specific cause terminate the Agreement. Termination is easiest effected by contacting Binero's Customer Service Center. If Customer does not pay Binero's renewal invoice despite of a reminder, the Agreement is considered terminated by Customer. Binero can unfortunately not refund fees that have already been paid since TLD registries do not grant such refund.
5. Binero dispatches notifications per email to our domain holding customers prior and subsequent to the expiry day of the domain name with information with respect to domain renewal as to all generic TLDs. For information regarding these dispatches, please refer to: <http://www.binero.se/en/domain>

4. Changes and Assignment

1. Binero is entitled to change these terms and conditions, effective thirty (30) days after publication. Changes of the terms of agreement are promoted at Binero's webpage and by email to all customers. Customer that does not accept the new terms is entitled to terminate the Agreement immediately pursuant to section 3.4.
2. Customer may grant or assign the Service and its rights and obligations under the Agreement to other if Binero has approved of, in writing, such granting or assignment in advance. Assignment and consent must be effected in writing and comes into force from the date when Binero has consented to the assignment. Withdrawing Customer is not liable as to obligations accrued subsequent to the time of assignment. Succeeding Customer is not liable as to obligations accrued prior to the time of assignment.
3. Binero is entitled to, in whole or in part, assign its obligations and rights under the Agreement to other company.

5. Fees

1. The fees that the Customer shall pay for the Service are set out at Binero's webpage (<http://www.binero.se/en/domain>) and confirmation. Payment is effected in the way that the Customer has chosen upon its order. If Customer has chosen invoicing, thirty (30) days net applies.
2. Binero is entitled to charge fees for reminders. No interest rate is charged.
3. Customer shall promptly notify Binero if it considers an invoice to be incorrect. If Customer has disputed the invoice within 8 days and provided reasonable cause to dispute the charge, Binero shall grant respite for payment of the disputed amount.
4. Fee changes are notified of in writing pursuant to section 4.1 above. Fee changes are effective as of a new term of agreement unless the change is induced by elements beyond Binero's control. Promotions will not affect agreements currently in force.
5. A domain name may for a certain time and in some cases, pursuant to the from time to time prevailing policies of TLDs, be restored if the Customer has not paid Binero's renewal invoice in due time ("redemption period"). With respect to some domain names, Binero charges fees for restoration. These fees are set forth at <http://binero.se/doman>

6. Unauthorized Use

1. The Customer may not use the Service in violation to the Agreement, applicable law or to promote inappropriate or unethical activities. Domain names and webpages covered and managed by the Service may not contain, point to or forward the following contents:
 - Information infringing third party's intellectual property rights;
 - Computer viruses or other detrimental code;
 - Child pornographic, pornographic, discriminating, racist, humiliating, threatening or violent content or other content amounting to unlawful threat, incitement to racial hatred, slander or incitement to illegal actions or activities; or
 - Distribution or the like of unsolicited email (so-called spam) or other dispatches in lack of the recipient's consent.
2. Binero may suspend the Service with immediate effect, revoke this Agreement and take other legal actions where the Customer's use of the Service violates section 6.1 or where the Customer uses the Services in a way that is liable to cause damage to Binero.

7. Binero's Obligations

1. Binero will take all reasonable steps to maintain the availability of the Service to the Customer. Binero can however not guarantee the availability of the Service.
2. Binero is entitled to take actions that affect the availability of the Service if called for due to technical, maintenance, operational or security reasons, or due to applicable law, government decisions or decisions by authorized registry entity for top domains or by such registry entity appointed authorized organization. Customer further acknowledges that Binero or TLD registry may shut down or restrict the Service in accordance with prevailing policies, e.g. in order to correct mistakes or in connection with a domain name dispute. Binero is never liable with respect to transfer, shut down, or other that affects the domain name service where such measure is taken due to demands from TLD registry or affiliated organization (e.g. ICANN).
3. Binero is solely liable for damages incurred by the negligence of Binero or Binero's subcontractor. As regards Customer that is not a consumer, Binero's liability for damages is limited to the extent that (i) indirect damages are not indemnified (whereby loss of profits, lost cost-cuts, lost goodwill or loss/distortion of data shall always be considered as indirect damages), and (ii) a total amount corresponding to the fee for the current term of agreement. Binero's liability is not limited with respect to damages that Customer can show have been caused by Binero's gross negligence or intent.
4. Binero is never liable for damages caused by the ordered domain name is already registered or where it becomes registered before the order is completed with the TLD registry.
5. Customer that incurs damages due to error attributable to Binero must notify this immediately. Binero does not award any compensation with respect to damages that could have been avoided. Claims for damages shall be lodged with Binero in writing and be submitted within reasonable time of when the Customer noticed or should have noticed the basis of the claim.

8. Customer's Obligations

1. Customer guarantees that ALL information provided to Binero is accurate and complete. Customer undertakes to notify Binero immediately of any changes. If the Customer deliberately submits inaccurate or misleading information and the Customer does not rectify inaccurate or misleading information within seven (7) days or does not answer questions from Binero regarding submitted information within fifteen (15) days, Binero may take the actions set forth in section 6.2. The Customer shall at all times provide at least its full name, postal address, email address, phone number and (if applicable) fax number before domain name registration. Where the Customer is an enterprise or an organization, in addition to this, the name of a person duly authorized to represent and sign on behalf of the enterprise or organization shall be provided.
2. Customer is responsible that Customer is entitled to register and use the domains that are ordered and/or managed by Binero under the Service. Customer guarantees that ordered domain names and other information submitted by Customer to Binero do not, directly or indirectly, infringe third party's rights.
3. Customer is responsible for – before an order is submitted with Binero – reading all terms and conditions that TLD registry and affiliated organizations (e.g. ICANN) issue and applies. Customer hereby acknowledges and accepts to comply with the conditions and obligations that TLD registry and affiliated organizations impose on Binero and the Customer. Information or references to the conditions that apply with respect to each top domain are set forth at Binero's webpage.
4. The Customer shall indemnify Binero and TLD registry with respect to all damage (costs, indemnifications and reasonable legal fees) that are accrued by Binero or TLD registry and are caused by the Customer's use of the top domain, breach of the Agreement or applicable law. Customer further acknowledges that it shall defend and indemnify TLD registry and affiliated organizations (including so-called Registry Operators), and its boards of directors and personnel, with respect to all claims attributable to Customer's registered domain/-s. This obligation survives termination of this Agreement.
5. Customer acknowledges and accepts that Binero is obliged to comply with certain provisions with respect to contact details that are forwarded to a TLD registry and third parties as well as to what extent such contact details are made public.
6. Use of the domain name may be suspended or revoked and the domain name can be transferred in the event that Binero or other registered the domain name by mistake or in accordance with a decision from a competent dispute resolver.

9. Personal Data

1. All information that Customer submits with Binero will be regarded as confidential information and processed in accordance with the applicable personal data laws. Binero collects and uses personal data for the purpose of performing the Service pursuant to the Agreement and Binero's agreement with TLD registry. The respective TLD registry is data controller with respect to such personal data that Binero is obliged to obtain and transfer to a TLD registry. Binero is data controller with respect to any personal data that is not transferred from Binero to TLD registries. Binero undertakes to take appropriate technical and organizational security measures with respect to all personal data processed by Binero in the context of the Service. The Customer may at any time contact Binero's Customer Service Center in order to obtain further information as regards Binero's

processing of personal data and to rectify any inaccurate personal data. Information that is mandatory to provide Binero with is set out in section 8.1.

2. Customer hereby consent to that Binero (i) publishes information about the Customer pursuant to a "whois" policy issued by a TLD registry, (ii) discloses information to a court or authority that requests disclosure by virtue of Swedish law, and (iii) may process the Customer's personal data under the Agreement by using sub-processors. The Customer further consents to that transfer takes place to a third country where the TLD registry is located in a third country outside the European Union. The whois information will be published publicly on the Internet.
3. The Customer guarantees that the Customer has obtained the consent of the contact persons with respect to personal data being registered and processed pursuant to the above and that information has been provided to the data subject in accordance with what is set out above before the Service is ordered.
4. Binero shall take all reasonable steps to protect personal data from loss, misuse, unauthorized access or accessibility, alteration or destruction.

10. Third Party Registrations, Licensing and Transfers of Domain Names

1. A registration where contact details regarding a technical contact person or invoicing information differ from the domain name holder is regarded by Binero as a third party registration. Customer that makes a third party registration shall always register accurate and necessary contact details as to the end customer in order for a Whois service to be able to identify the end customer.
2. The domain name holder is responsible for all details being accurate pursuant to section 8.1.
3. A domain name holder that licenses its domain name to third party is responsible for providing all of the information set forth in this Agreement. In addition, the domain name holder shall provide updated and accurate administrative and technical contact details in order for issues to be resolved promptly.
4. The person that is registered in Whois as the domain name holder is considered to be the registrant and a person that is registered as a technical or administrative contact shall be considered to have been appointed by the domain name holder to manage all issues related to the domain name that is of either technical or administrative nature. In the event of a transfer of the domain name to a third party, the domain name holder shall procure that the third party accepts these terms and conditions. If the third party to whom the domain name is transferred to does not accept these terms and conditions, the transfer will not be effectuated. The domain name holder hereby appoints Binero to act as its appointed agent ("Designated Agent") as is stipulated in ICANNs Transfer Policy, which includes the right to accept a change of domain name holder on behalf of the holder of the domain name.

11. Miscellaneous

1. Each party shall be relieved from liability for damages and other sanctions where performance of the Agreement is prevented or obstructed by reason of any circumstance beyond the control of the party, such as war, government intervention, break-in, seizure, general restrictions, labor disputes, accidents, unfavorable transport or weather conditions, non-approved concessions, restrictions on energy or default in deliveries from subcontractors that party could not have reasonable foreseen at the time of concluding the Agreement or the

consequences of which party could not have avoided or overcome. If performance of the Agreement has been prevented to a material extent for more than one (1) month due to circumstances as stated above, each party is entitled to withdraw from the Agreement without liability.

12. Disputes

1. Disputes with respect to the interpretation or application of the Agreement shall be settled by Swedish courts in accordance with Swedish law, whereby Stockholm district court shall be the first instance.
2. Disputes relating to registered domains are settled in accordance with the policy adopted by each top domain. Binero applies the from time to time prevailing ICANN Uniform Domain Name Dispute Resolution Policy ("UDRP") with respect to all generic TLDs as well as .nu registrations and renewals; please refer to <http://www.icann.org/en/dndr/udrp/policy.htm>. Binero does not offer management services or assistance beyond the undertakings of Binero in view of its own registration agreement(s). Any other disputes between the Customer and Binero shall be settled in accordance with section 12.1.